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PART VI

PUBLIC ADVERTISEMENTS

FOREST DEPARTMENT

OFFICE OF THE CHIEF CONSERVATOR OF FORESTS IN MYSORE, BANGALORE.

Abstract Notification dated 5th May 1936.

The attention of the public is invited to the Notification, dated 4th May 1936, published on pages 691-695, Part VI of the *Mysore Gazette*, dated 14th May 1936, regarding the auction sale of the right of collecting Minor Forest Produce in all the Taluks of the State from 1st July 1936 to 30th June 1938.

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*Notification No. D*1-121-1209—35-36, *dated 15th May* 1936.

ERRATUM.

Notification regarding the sale of Minor Forest Produce in the several Taluks of the Mysore State for 1936-38, published in Part VI of the *Mysore Gazette*, dated 14th May 1936, pages 691-695.

Please *read* "Jakkur" *for* "Jakkin" appearing in the third line of Para 2 in the para relating to Remarks (on page 693), (2) Bangalore District.

M. MACHAYA,
Chief Conservator of Forests.

MYSORE DISTRICT.

Abstract Notification dated the 13th May 1936.

The attention of the public is invited to the detailed Notification published on pages 731-732, Part VI of the *Mysore Gazette*, dated 21st May 1936, regarding the auction sale of timber in Manchegowdanahalli Depot to be held on the 30th instant.

Quantity exposed for sale. Mathi. 5,000 C.ft.

K. REVANNA,
District Forest Officer.

Notification dated the 15th May 1936.

Tenders will be received by the District Forest Officer, Mysore District, at the District Forest Office, Mysore, up to 12 Noon on the 10th June 1936, for the preparation and carting of prepared sandalwood from Mysore Sandal Koti to the Sandal Oil Factory, Mysore, during the year 1936-37.

N.B.—(i) The approximate quantity of wood to be carted is 300 tons from the Koti which may be increased at the discretion of the District Forest Officer.

(ii) Carting includes weighing out the sandalwood intended for despatch, counting billets and loading them into carts, unloading the wood from carts at the Factory for weighment.

(iii) In case of chiltas, it also includes preparation of double bags, filling chiltas in bags and duly stitching them afterwards.

2. Tender should be registered, insured and superscribed as "Tender for the carting of Sandalwood from the Mysore Koti (Woodyard, Mysore) to the Sandalwood Oil Factory, Mysore, and preparation of assorted sandalwood at the Sandal Koti, Mysore." The tender should be accompanied by a deposit of Rs. 50 (rupees fifty) in Currency Notes. The rate to be quoted should be per ton of wood.

3. The Chief Conservator of Forests will be at liberty to accept or reject the lowest tender without assigning any reason therefor.

4. Within fifteen days from the date of intimation of the fact of approval, the successful tenderer shall furnish a security of Rs. 200 including the initial deposit in clause (2) above in the shape of Mysore Government Savings Bank Account, duly pledged in favour of the District Forest Officer, Mysore District, and execute an agreement binding himself to observe the following conditions.

5. Separate rates should be quoted for preparation of billets, chiltas and roots.

6. For carting to the Sandalwood Oil Factory, rates should be quoted separately for billets and roots and for chiltas.

7. Rates for weighing sandal and lotting at the time of stock-taking may also be quoted.

8. The contractor should weigh out rough sandalwood issued for preparation and weigh out assorted sandalwood and store the same in the Koti shed without extra charges.

Conditions.

(*a*) That he will be ever ready, during the period of contract, to provide the required number of carts for the despatch of sandalwood whenever called upon.

(*b*) That in case of failure on his part to furnish the required number of carts at the required time, the Officer in charge of the Koti may make his own arrangements for despatch of the wood, making the contractor liable to pay up the extra cost, if any, that may have to be incurred. The contract will also be liable for cancellation at the discretion of the District Forest Officer on account of such default.

(*c*) The loading and unloading business will be done so as not to give room for leakage or damage of sandalwood and that, in either case, the contractor will be liable to the department for the loss so sustained.

(*d*) That all the loaded carts will leave the Koti at the same time and move on in one batch, under the supervision of the departmental subordinates to be deputed to guard the consignment.

(*e*) That the cartmen do not smoke, either in the Koti or while the sandalwood is under transit, and that in case of danger to the sandalwood by fire, the contractor will be liable to the department for damages.

(*f*) That his coolies and cartmen will submit to the disciplinary measures that may have to be enforced by the Koti Officer during the working hours.

(*g*) That, for failure to fulfil all or any of the foregoing conditions, the contractor will be liable for such fine as the District Forest Officer at his discretion may levy forfeiting the security deposit to Government.

(*h*) Fractions of a rupee in the totals of bills amounting to Rs. 25 or more will be rounded to the nearest rupee. The totals of bills less than Rs. 25 will be rounded to the nearest anna.

Notification dated 15th May 1936.

Notice is hereby given that sealed tenders will be received at the Office of the District Forest Officer, Mysore District, Mysore, up to 12 Noon, on the 10th June 1936, for collecting, uprooting rough dressing and preparing dead sandalwood and ground-hidden roots in all the Ranges of the District and carting the same to the Mysore Sandal Kotics during the year 1935-36 as detailed in the sub-joined table :—

Serial No.	Name of Range		Where to be carted	Remarks
1	Mysore Range, including, Maddur, Mysore, Mandya and Seringapatam Taluks	5		Tons.
2	Gundlupet	100		
3	Hediyal	20		
4	French-Rocks	5		
5	Amurmarigudi	20	Mysore Koti ..	More or less
6	Begur	2		
7	Kakankote	1		
8	Heggaddevankote	40		
9	Hunsur	112		
10	Chamarajnagar	45	Chamarajnagar Railway Station.	
	Total ..	350		

1. The contract will be for one year ending with 30th June 1937.

2. Tenders may be submitted either separately for each Range or for any number of Ranges together and should specify the rate per ton offered separately for sandalwood and separately for ground-hidden roots.

3. Each tender must be accompanied by a deposit of Rs. 50 (rupees fifty) for each Range in Currency Notes as earnest money, in default of which, the tender will be rejected. Covers containing the tender should be addressed to the District Forest Officer, Mysore District, Mysore, duly registered, insured and superscribed "*Tender for the collection and carting of Sandalwood and Ground-hidden roots.*"

4. The final acceptance of any tender will rest with the Chief Conservator of Forests who does not bind himself to accept the highest or any tender or to assign any reason whatsoever for rejecting the same.

5. The acceptance of any tender will be duly communicated to the successful tenderer and the earnest money of other tenderers will be returned to them.

6. The successful tenderer shall execute a bond on a properly stamped paper embodying terms enumerated below within a week of the receipt of the orders and shall deposit in Government Savings Bank a sum of Rs. 200 as earnest money for the due fulfilment of the terms of the contract. The deposit referred to here shall also include the earnest money referred to in para 4 *supra*.

Conditions.

(*a*) The collection of dead sandalwood and ground-hidden roots shall be extended to all State Forests, District Forests, Amrut Mahal Kavals, assessed and unassessed Government waste lands and to such of Inam, Jodi, Kayamgutta and Sarvamanya villages as of which, the holders are not entitled to the sandalwood either by sannads or judicial decrees.

(*b*) With regard to the removal of sandalwood from private holdings, only such of the trees as have been marked by the departmental subordinates shall be removed with the previous written permission of the Range Officer.

(*c*) The collection shall be confined to dead, fallen and decaying sandal trees and to ground-hidden roots. On no account shall green and mature trees be uprooted. Axes should not, as far as possible, be used in the uprootal and rough preparation of sandalwood.

(*d*) The sandalwood uprooted shall be roughly dressed in the jungle leaving a thin layer of less than half an inch of whitewood and shall be carted to the Koti. Each consignment to the Koti shall be covered by a passport issued by the departmental subordinates.

(*e*) The contractor shall further bind himself to collect and cart two-thirds of the contracted quantity before the end of December and the balance by 30th June 1937.

(*f*) The successful tenderer shall see that no injury is caused to the State Forest or property situated therein in the course of his operations and in the event of any such thing occurring through his negligence or of his men, he shall be made liable as per departmental rules.

(*g*) Should the collection and carting of sandalwood to the Koti be found unsatisfactory, the District Forest Officer will immediately cancel the contract and shall make other arrangements for working out the contracted quantity at the risk of the contractor.

(*h*) For the breach of any or all of the above conditions, the contractor shall forfeit the earnest money referred to in para 7 *supra* and the portion of moneys due to him for collection and carting of sandalwood made and not disbursed.

(*i*) Payment of charges shall be made as per procedure now in practice upon the sandalwood and ground-hidden roots received in the Koti and duly weighed out there and for which Koti receipt is produced. Fractions of a rupee in the totals of bills amounting to Rs. 25 or more will be rounded to the nearest rupee. The totals of bills less than Rs. 25 will be rounded to the nearest anna.

M. A. MUTHANNA,
District Forest Officer.

Notification dated 17th May 1936.

It is notified for general information that the right of collecting tolls and daily grazing fees at the toll-gate at Sunkadakatte of the Heggaddevankote Range on the Antharasanthe-Kymara Road, from 1st July 1936 or from the date of confirmation whichever is later to 30th June 1937, will be sold by public auction at the District Forest Office, Mysore, on 15th June 1936 at 2 P.M., by the District Forest Officer or any other officer authorised by the District Forest Officer, Mysore District. The sale will be subject to the confirmation of the District Forest Officer or the Chief Conservator of Forests in Mysore, as the case may be.

2. Defaulters on account of previous contracts will not be permitted to bid. Intending purchasers should pay a sum of Rs. 50 as earnest money as otherwise they will not be permitted to bid.

3. The contractor who purchases the right must collect tolls at the rates mentioned in Schedule A, both for in-coming and out-going traffic and at no higher rates.

4. The District Forest Officer or the Chief Conservator of Forests reserves to himself the power of refusing or accepting the highest or any bid that may be offered.

5. The sale amount is payable in twelve equal monthly instalments due on or before the 10th of each month. The contractor shall pay as soon as the sale is over, a deposit equal to two months' instalments less deposit paid for the due fulfilment of the contract. The amount in deposit will, if the conditions of the contract are complied with, be credited towards the instalments due for the last two months of the contract period.

6. If the deposit is not made immediately after the close of the sale, the contract will be resold at the risk of the approved bidder. If delay is made in the payment of the instalments, interest at nine per cent per annum will be levied till the date of payment, and the unexpired portion of the contract will also be liable to be resold at the discretion of the District Forest Officer or the Chief Conservator of Forests, and the deficit if any, in the resale will be recovered from the contractor, who shall not be entitled to any profits, resulting therefrom.

7. In addition to the sale amount, the contractor is bound to pay local cess at one anna per rupee, education cess at six pies per rupee and railway cess at three pies in the rupee on the contract amount in a lumpsum after the confirmation of the sale.

8. The contractor is also bound to keep an account showing the daily collection and it shall be open to inspection by the Forest and Revenue authorities.

9. He shall also be bound to keep the true accounts of traffic passing through the gates as specified in para 7, for which purpose, he shall bind himself to maintain at his own cost, a resident mutsaddi at the toll-gate.

10. The contractor will have the use of the existing toll-houses and gates and he will be required to keep them in good order. If any toll-gate or house is required, it will be put up at Government expense, if found necessary.

11. The contractor should conform generally to the rules published in the late Chief Commissioner's Notification No. 274, dated 4th November 1876.

12. Carts laden with bones or other substances for use as manure should be treated as carts unladen and tolled on accordingly.

13. Carriages, carts and animals possessed by a person compounding for a sum to be paid under para 64 of the Local Boards Rules of the 9th September 1903, are exempted from the payment of tolls (*vide* Government Order No. 1360-8—L. B. 593-06-2, dated 10th August 1907).

14. Government servants travelling on duty who are certified by their respective immediate superiors as being not entitled to travelling allowances are exempted from the payment of tolls (*vide* Government Notification No. J. 1683—Legis. 10-07-4, dated 30th November 1907).

15. No toll shall be paid for the passage of troops or military stores or equipages or of police officers on duty or of any person or property in their custody or of any property *bona fide* belonging to Government as established, where proof is required by the production of a pass or certificate from an officer of the department to which the property belongs, authorised by the Deputy Commissioner or by Government to grant such certificates or passes, which pass or certificate shall be delivered at the last toll-gate passed before the cart, a carriage or animal conveying such property

reaches the destination noted in such pass or certificate (*vide* Government Proceedings No. 8776-816—L. B. 78-08-16, dated 21st May 1912). Under Government Notification No. R. 9243-59—L. R. 579-14-4, dated 24th April 1915, the Hon'ble the Resident in Mysore, is exempted from payment of tolls. No toll shall be levied for the passage of carriages, carts, animals, etc., belonging to His Highness the Maharaja or His Highness the Yuvaraja.

16. Only one toll shall be levied at the toll-gate on any cart, etc., passing along the toll-gate within a period of twenty-four hours, *i.e.*, from sunrise to sunrise.

17. No toll shall be levied for the passage of carriages, carts or animals (*a*) belonging to Local Boards, (*b*) conveying District Fund servants on duty or property in the custody of such servants, (*c*) licensed by the District Board during the period for which they have been licensed, and (*d*) engaged by the Postal Department to convey mails (*vide* Section 65 of Local Boards Regulations).

The contractor is not entitled to collect daily grazing fees on cattle resorting to forests for grazing under cover of licenses issued by License Vendors and on Government cattle and on cattle, etc., dragging carts conveying forest produce under cover of licenses obtained by Licensed Vendors or pass-ports and exemption certificates issued by the Forest Officer.

18. A table of authorised tolls shall be legibly written in English and Kanarese and shall be put up in a conspicuous place near the toll-gate.

19. The contractor shall execute a stamped mutchalika for the due fulfilment of the contract, subject to the conditions specified above.

20. Any breach of the above rules on the part of the contractor or his servants will render the contract liable to cancellation and deficit in the resale will be recovered from him.

SCHEDULE A.

Traffic	*Sales* Rs. a. p.
On every motor car	1 0 0
Four-wheeled carriage with passengers	0 12 0
Do without passengers	0 6 0
Two-wheeled carriage with passengers	0 8 0
Do without passengers	0 4 0
Carts, laden	0 4 0
Do unladen	0 2 0
Elephants	1 0 0
Camels, laden	0 4 0
Do unladen	0 2 0
Horses with rider	0 1 0
Do without rider	0 0 9
Ponies with rider	0 1 6
Do without rider	0 0 9
Bullocks, laden	0 1 0
Do unladen	0 0 6
Asses, laden	0 0 6
Do unladen	0 0 3
Palanquins with two bearers	0 2 0
Do with more than two bearers	0 4 0
Sheep, goat or pig	0 0 1

A toll of one rupee on carts laden with fuel, timber and bamboos and coming from outside the State, may be levied (*Vide* G. O. No. G. 616-7—Ft. 24-34-2, dated 23rd July 1934.)

Rates for the Collection of daily grazing fees.

	Rs. a. p.	
Cows and oxen	0 0 6	per head
Buffaloes and Horses	0 1 0	,,
Sheep and Goats	0 0 3	,,

K. REVANNA,
District Forest Officer.

Notification dated the 21st May 1936.

It is hereby notified for general information that the right of collecting daily grazing fees from the owners of draught and other cattle that ply between British and Mysore Territories at the following places at the rates specified in the Schedule "A" from 1st July 1936 or the date of confirmation whichever is later to 30th June 1937, will be sold by public auction on the 15th June 1936 at 2 P.M., in the District Forest Office, Mysore, by the District Forest Officer Mysore, or other Officer deputed by him, subject to the confirmation by the District Forest Officer, Mysore, or the Chief Conservator of Forests in Mysore, as the case may be, and subject to the following conditions :—

Place of collection	Name of Toll-gate	Forest Range and Taluk
1. Hassanoor Ghat ..	Near Karepalya or Karepalya Toll-gate.	Chamarajnagar Range. Chamarajnagar Taluk.
2. Mulehole	Near Mulehole	Gundlupet Range. Gundlupet Taluk.
3. Bandipur	Near Kekkanahalla	Gundlupet Range. Gundlupet Taluk.
4. Anechowkur	Near Anechowkur Toll-gate ..	Hunsur Range. Periyapatna Sub-Taluk.
5. Veeranahosahalli ..	Near Veeranahosahalli Forest Lodge.	Hunsur Range Periyapatna Sub-Taluk.
6. Koppa	Near Koppa Toll-gate ..	Hunsur Range. Periyapatna Sub-Taluk.
7. Muthur	Near Muthur Toll-gate ..	Hunsur Range. Periyapatna Sub-Taluk.

2. Change of place of collection will be decided by the District Forest Officer after necessary enquiry, if it is found necessary at the time of sale. One or two or more toll-gates will be put together or separately at the discretion of the sale conducting officer.

1. Each bidder should deposit a sum of Rs. 50 (Rupees fifty) as earnest money with the sale conducting officer before he is permitted to bid, which in the case of unsuccessful bidders will be returned to them after close of the sale.

2. The highest bidder should pay one-fourth of the sale purchase money at the close of the sale less the initial deposit amount together with the local, education and railway cesses at Re. 0-1-0, Re. 0-0-6 and Re. 0-0-3 per rupee respectively on the full sale amount, and the balance three-fourth amount in three equal instalments on the following dates :—(i) 30th September 1936, (ii) 31st December 1936, (iii) 31st March 1937, failing which the right will be resold forthwith at his risk forfeiting the amount already deposited. The original bidder, will not be entitled for any surplus amount in the resale but is liable to pay any loss which will be recovered as an arrear of land revenue.

3. Within 30 days from the date of sale or seven days from the date of intimation of the confirmation of the sale whichever is later, the contractor should furnish a security deposit of Rs. 50 for each unit and execute a mutchalika on a stamped paper of proper value procured at his own cost, failing which the right will be resold at his risk forfeiting all the amounts paid by him so far. He is not entitled to any profit that may accrue in the resale but if there is any deficit, it will be recovered from him as a revenue demand.

4. The sale conducting officer reserves himself the power to accept or reject the highest or any other bid without assigning any reason for the same.

5. The right holder should make his own arrangements to get the tickets with the face value of one anna, six pies and three pies printed in books of 100 pages each at his own cost in the form noted in Schedule "B" and get them stamped with the seal of the District Forest Office and stock sufficient supply at the place of collection. He should also return all the used up books with his accounts every month to the District Forest Office. He should make his own arrangements for any temporary sheds that may be required for the use of his men or for collection purposes.

6. The right holder shall by himself or his Agent not levy under any circumstances rates other than those referred to in the Schedule "A." Any irregularity or complaint coming to notice in this connection shall render him liable to criminal prosecution, besides forfeiting his contract forthwith.

7. It will be the bounden duty of all owners of cattle that ply between the British and Mysore Territories to pay the fees at the prescribed rates and obtain tickets which will be affixed on the horns of cattle if there are any, before allowing them to pass through, failing which, they will be liable to criminal prosecution under the Forest Regulation or any other law in force.

(*a*) That no daily grazing fee shall be levied on carts going to forests for collecting and removing forest produce on licenses or on carts employed departmentally for transport of forest produce or cattle resorting to forests for grazing under cover of prepaid licenses.

(*b*) That all Government animals will be allowed free.

Other conditions to be entered in the Agreement.

1. The contractor shall not dispose of or sublet such right or any part thereof without the written permission of the District Forest Officer, Mysore, for the time being (hereinafter called the District Forest Officer) which permission may be refused by the latter without assigning any reason for so doing.

2. In case of any question arising with regard to or any objection being taken by any person to the contractor's rights to collect the daily grazing fees in any of the places, the District Forest Officer, may if whenever such question arises, serve the contractor with a written notice prohibiting his collection and on the service of any such notice, the orders and directions therein contained shall, until the same are carried by the District Forest Officer, be taken as part of the conditions of this contract, anything herein contained to the contrary notwithstanding and shall be observed and performed by the contractor.

3. The contractor shall have no claim for compensation for any loss he may incur by carrying out the provisions of any such notice.

4. The collection shall be effected only under such system and form of printed permit as may be approved of or ordered from time to time by the District Forest Officer, and any violation shall render this contract liable to be cancelled by the District Forest Officer or the Chief Conservator of Forests.

5. No person shall be considered as duly accredited as agent of the contractor for the purpose of this contract, unless he is approved of by the District Forest Officer and is provided by the contractor with a power of attorney and until a copy of such power of attorney is deposited with the District Forest Officer or such other Forest Officer as may be authorised by him in his behalf. The name, residence and a specimen of the signature of the Agent who is authorised by the contractor for the collection shall be communicated to the District Forest Officer.

6. The contractor shall be responsible for the acts of himself, his agents and all persons authorised by either of them to collect.

7. The contractor shall not engage or employ any coolies or cartmen employed by the Department for extracting forest produce by Departmental Agency if any work under this contract without permission from the Range Forest Officer.

8. If any fire occurs in the Forest Area to which this contract applies, the contractor, his agents and all persons authorised by him to collect, shall render every assistance and use their best endeavours to extinguish the fire and every such person shall, in all cases, give immediate notice of the occurrence of the fire to the nearest Forest, Revenue or Police Officer.

9. The contractor shall keep correct accounts of the collections in the form prescribed from time to time by the District Forest Officer and shall submit to the District Forest Officer every month, a copy of such account. The contractor shall permit the inspection, at all reasonable times, of his account by the Chief Conservator of Forests, District Forest Officer or any other Officer deputed by them.

10. Interest at nine per cent per annum shall be paid by the contractor on all payments paid after the due date with permission.

11. Any money due by the contractor under the terms of this contract shall, under Section 79 of the Mysore Forest Regulation (No. XI of 1900) or any other law for the time being in force, be recoverable as if it were an arrear of land revenue.

12. The sum of Rs. 50 deposited by the contractor, *vide* security deposits account No..... at the.....together with the interest accruing thereon is a security deposited for the due fulfilment of all and every one of the conditions of this contract for breach of any of which by the contractor, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part either during or after expiry of the contract and in the event of any such forfeiture pending the continuance of the contract, the sum so forfeited shall be immediately made good by the contractor who will not be allowed to continue his work under this contract, until such deposit has been brought up to the full amount originally deposited.

13. The security deposit or the balance thereof after any deductions have been made under any of the above conditions shall be returnable to the contractor two months after the expiry of the contract on production by the contractor of an order in writing by the District Forest Officer, releasing the contractor from all liability under this contract.

14. The contractor shall at all times comply with the provisions of the Mysore Forest Regulation (XI of 1900) and any statutory modification thereof and all rules, from time to time, in force thereunder, and the provisions of this contract shall be taken in all respects as subject to such regulation and rules or other law for the time being in force.

15. In the event of any breach by the contractor or his agents of any of the above conditions, the District Forest Officer or the Chief Conservator of Forests shall have the right besides enforcing forfeiture of security deposit to cancel this contract by written notice and in such case, at the option of the District Forest Officer or the Chief Conservator of Forests, the right may be resold or be worked Departmentally and the contractor shall be responsible for and shall make good to Government any loss which the Government may incur on such resale or Departmental working, as the case may be, but shall have no claim to any surplus which the Government may realise thereby.

16. In case of any dispute arising between the District Forest Officer and the contractor as to any matter arising under this contract, such dispute shall be referred to the Chief Conservator of Forests, whose decision thereon shall be final.

SCHEDULE "A."

Rates at which the daily grazing fees have to be levied.

		Rs.	a.	p.	
Cows and Oxen	.. ..	0	0	6	(six pies) per head.
Buffaloes and horses	.. ..	0	1	0	(one anna) per head.
Sheep and Goats	.. ..	0	0	3	(three pies) per head.

SCHEDULE "B."

Form of the Ticket Books.

(1) *Counterfoil.*		*Original.*	
Book No.	1936-37 Page No.	Book No.	1936-37 Page No.
Buffalo	.. One anna	Buffalo	.. One anna.
Date.....		Date.....	
Place of collection.....	Contractor.	Place of collection.....	Contractor.
(2) *Counterfoil.*		*Original.*	
Book No.	1936-37 Page No.	Book No.	1936-37 Page No.
Cows and Oxen	.. Six pies	Cows and Oxen	.. Six pies
Date.....		Date.....	
Place of collection.....	Contractor.	Place of collection.....	Contractor.
(3) *Counterfoil.*		*Original.*	
Book No.	1936-37 Page No.	Book No	1936-37 Page No.
Sheep or Goats	.. Three pies	Sheep or Goats	.. Three pies
Date.....		Date.....	
Place of collection.....	Contractor.	Place of collection.....	Contractor.

Notification dated 25th May 1936.

The undermentioned quantities of timber will be sold by the District Forest Officer, Mysore District, or any other Officer authorised by the District Forest Officer, at 2 P.M., on the dates noted against each Depot under the following conditions:—

No.	Name of Depot	Date of sale	Teak logs	Teak sizes	Remarks
			C.ft.	Cft.	
1	Hampapur ..	13th June 1936 ..	2,000	..	More or less.
2	Antarasanthe ..	10th June 1936 ..	1,500	200	

N. B.—If the sale is not concluded on the day notified, it will be continued and concluded on the next day.

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale but defaulters to the department will not be allowed to bid at the sales.

In the case of purchasers not exceeding Rs. 200 in value, this initial deposit of Rs. 200 need not be insisted upon, provided that the full purchase money is paid in cash on the spot.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. Subject to the minima prices fixed in each case by the Chief Conservator of Forests (which will not be divulged), the highest bidder shall ordinarily be the purchaser, but the officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers. Should any lot be disputed, it shall again be put up and sold.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. All sales of which the amount exceeds Rs. 1,000 in each case are subject to the confirmation of the Chief Conservator, and in other cases to that of the District Forest Officer, subject to the following conditions:—

(1) That the rate realised in a sale does not fall short of the average of the three previous sales by more than 5 per cent or is more than that realised at the previous sales.

(2) That the power of confirming sales up to the limit of Rs. 1,000 shall be exercised only in the case of timber.

(3) That the confirmation of sales is ordered by the District Forest Officers only after the payment of the full purchase money.

5. After conclusion of the sale, each purchaser will be furnished with a memo, showing the total value and the purchase made by him. Thereupon, each purchaser shall pay 10 per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment of the one-tenth value as well as the initial deposit of Rs. 200. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter on account of loss from resale shall be recovered from him as a revenue demand under Section 79 of the Mysore Forest Regulation. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

In cases of resales for default of payment of value where no bidders are forthcoming, it will be open to the District Forest Officer to fix such price as may appear to him to be reasonable and to proceed for the recovery from the defaulter of the balance, if any, after deducting the price so fixed from the original sale amount. A registered notice should be issued to the defaulter intimating the price fixed by the District Forest Officer for the unsold wood and the amount still due from him which will be may direct recovered as arrears of land revenue.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of the successful bidders being lodged in the Savings Bank as security deposit.

7. The full value of all timber purchased shall be paid into such treasury as the District Forest Officer may direct within 28th June 1936.

8. If the amount is not fully paid for by the purchaser before the dates fixed above, the initial deposit as well as the other moneys already paid in shall be forfeited to Government and all or any portion of the timber not fully paid for shall be resold at the risk of the purchaser in the manner prescribed for default of payment of one-tenth value in clause 5 *supra*. Interest at 6¼ per cent per annum will be levied on all arrears of amounts which are permitted to be paid after the due date.

9. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale, excluding the 10 per cent deposit paid for the lot at the time of the sale, and no timber shall be removed from the depot unless a permit is obtained from the Forest Officer in charge of the depot. The earnest money will not be adjusted towards the value of timber until 90 per cent of the purchase money over and above the security deposit has been paid.

10. Timber purchased should be removed as early as possible, and in no case should it be allowed to remain longer than 90 days after the dates fixed in clause 7 *supra*. Timber not removed after purchase will remain in the depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale, on the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so

forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

K. REVANNA,
District Forest Officer.

SHIMOGA FOREST DIVISION.

SALE OF TIMBER.

Notification dated 21st May 1936.

It is hereby notified for general information that the undermentioned kinds and quantities of timber will be sold by public auction under the following conditions at the following depots by the District Forest Officer, Shimoga Division, or any other officer deputed by him on the dates noted against each Depot :—

Name of Depot	Kind	Quantity	Date of sale
1. Saw Mill, Shimoga ..	Teak rafters and planks..	3,000 C.ft.	
	Beete do ..	500 ,,	16th June 1936
	Mathi do ..	500 ,,	8 A.M.
	Nandi do ..	500 ,,	
	Other kinds do ..	500 ,,	
	Total ..	5,000 ,,	
2. Timber Depot, Shimoga ..	Teak ..	500 C.ft.	
	Beete ..	3,000 ,,	
	Mathi ..	2,000 ,,	17th June 1936
	Nandi ..	2,000 ,,	8 A.M.
	Yettiga ..	1,000 ,,	
	Other kinds ..	1,500 ,,	
	Total ..	10,000 ,,	

N.B.—1. The quantity noted is approximate.

2. The timber belonging to the dufaulters who fail to pay the amount due by them before the above sale date will also be resold at their risk as per rules.

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale. But defaulters to the Department will not be allowed to bid at the sales.

In the case of purchasers of timber not exceeding Rs. 200 in value, this deposit will not be insisted upon, provided that the full purchase money is paid in cash on the spot.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the Principal.

3. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. The sale is subject to the confirmation of the Conservator of Forests if the amount exceeds Rs. 1,000.

5. After conclusion of the sale, each purchaser shall pay 10 per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment of the one-tenth value as well as the initial deposit of Rs. 200. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The

amount due by such defaulter, on account of loss from resale, shall be recovered from him as a revenue demand under Section 79 of the Mysore Forest Regulation. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

In cases of resales for default of payment of value where no bidders are forthcoming, it will be open to the District Forest Officer to fix such price, as may appear to him to be reasonable, and to proceed for the recovery from the defaulter of the balance, if any, after deducting the price so fixed from the original sale amount. A registered notice should be issued to the defaulter, intimating the price fixed by the District Forest Officer for the unsold wood and the amount still due from him which will be recovered as arrears of land revenue.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of successful bidders being lodged in the Savings Bank as security deposit.

7. The full value of all timber purchased shall be paid for immediately after the date of the notice of confirmation of the sale. In case of purchases above Rs. 1,000 in value, the purchaser shall be permitted to pay up the balance in instalments of not less than Rs. 1,000 provided the full value is paid not later than 30th June 1936. The money shall be paid into such treasury as the District Forest Officer may direct within the time specified.

8. If the amount is not fully paid for by the purchaser before the dates fixed above, the initial deposit as well as the other moneys already paid in shall be forfeited to Government and all or any portion of the timber not fully paid for shall be resold at the risk of the purchaser in the manner prescribed for default of payment of one-tenth value in clause 5 *supra*.

9. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale, including the 10 per cent deposit paid for the lot at the time of the sale, and no timber shall be removed from the depot unless a permit is obtained from the Forest Officer in charge of the depot. The earnest money will not be adjusted towards the value of timber until 90 per cent of the purchase money over and above the security deposit has been paid.

10. Timber purchased should be removed as early as possible, and in no case should it be allowed to remain longer than 90 days after 30th June 1936. Timber not removed after purchase will remain in the depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale, for the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

13. Interest will be charged on all belated payments at 6¼ per cent per annum from the date of their falling due up to the date of payment.

P. KRISHNASWAMI RAO,
District Forest Officer.

BHADRAVATI DIVISION.

Abstract Notification dated 16th May 1936.

The attention of the public is invited to the detailed notification published on pages 734-735 of Part VI of the *Mysore Gazette*, dated the 21st May 1936, regarding the auction sale of timber in Narasimharajpura Depot on 5th June 1936.

M. G. VENKATA RAO,
District Forest Officer.

SAGAR FOREST DIVISION.

Abstract Notification dated the 6th May 1936.

The attention of the public is invited to the detailed Notification of date relating to the auction sale of timber in Sagar Depot on 2nd June 1936, published on pages 696-697, Part VI of the *Mysore Gazette*, dated 14th May 1936.

Abstract Notification dated 15th May 1936.

The attention of the public is invited to the detailed sale notification of date regarding the sale of timber in the following depots published on pages 733-734, Part VI of the *Mysore Gazette*, dated 21st May 1936.

Shikarpur Depot	.. ..	.. 12th June 1936.
Anavatti do	.. ..	.. 15th June 1936.

H. S. RANGACHAR,
District Forest Officer.

KADUR FOREST DIVISION.

LEASE OF GRASS AND GRAZING.

Notification dated 23rd–25th May 1936.

It is hereby notified for general information that the right of grazing cattle, except goats in the undermentioned Plantations of the Kadur Forest Division, up to end of December 1936, will be sold by public auction on the dates and at the places specified against each Plantation by the District Forest Officer or the Range Forest Officer, subject to the confirmation by the Conservator of Forests when the value exceeds Rs. 1,000.

Name of the Taluk and Forest Range	Name of the Plantation	Area in acres	Distance from Taluk Head quarters	Place and date of sale
		A. G.		
Chikmagalur Taluk Kadur Range.	1. Angajanahalli ..	12 0	Five miles from Chikmagalur.	Near the Plantation, 8th June 1936.
	2. Kadrimidri ..	10 0	Do ..	Do 11th June 1936.
	3. Mathawara ..	146 1	Do ..	Do 13th June 1936.
	4. Thuruvanahalli ..	26 10	Do ..	Do 10th June 1936.
	5. Kadur Depot compound.	..	....	Do 9th June 1936.

2. The successful bidder will be required to deposit twenty-five per cent of the purchase money soon after the sale is closed and to pay the balance together with the local cess at one anna per rupee, education cess at six pies per rupee and railway cess at six pies per rupee on the whole amount within seven days from the date of confirmation of the sale, failing which, the deposit shall be forfeited to Government and the right resold at the risk of the first purchaser, who shall not participate however, any gain but will make good any loss sustained by Government by such resale, the deficit being recoverable as a revenue demand under Section 79 of the Mysore Forest Regulation. License to begin grazing will be issued immediately after the confirmation of the sale and on the full payment of the sale amount together with the cesses thereon.

3. The purchaser shall not sublet the harvesting of pasturage without previous sanction of the District Forest Officer. When such sanction is accorded, the sub-lessee will be bound by all the terms and conditions of the sale jointly and severally with the original purchaser. The purchaser shall furnish a list of men allowed to enter the plantations, etc., to cut and remove grass and shall hold himself responsible for breach of any of the Forest Rules and for the occurrence of fire in the plantations, etc., due either to himself or his men, which will be dealt with under the provisions of the Mysore Forest Regulation. He shall deposit sum equivalent to 10 per cent of the purchase money for the due fulfilment of the lease and shall execute an agreement for that purpose.

4. The purchaser shall not scrape or dig the grass in the plantations, but shall only cut and remove it or graze it.

5. The grass crop in the plantations will be allowed to be cut and removed or grazed only between sunrise and sunset up to the end of the period stipulated, *viz.*, end of December 1936. No storage of grass will be allowed in them. Cattle will be allowed to graze in the plantations only between sunrise and sunset.

6. The purchaser shall not interfere with any forest operation such as planting, sowing and felling, that the Forest Department may wish to conduct in the leased area. Should any damage be caused by such operations to the grass crop, he shall not be entitled to any compensation.

N.B.—The lessee will maintain the fencing, trench and other boundary marks in order.

7. Tree growth should not be injured or lopped.

8. In the event of a breach of any of the conditions specified in the sale notice or agreement, the lease will be liable to be cancelled, all the produce collected, confiscated and a penalty not exceeding Rs. 25 levied and recovered as an arrear of land revenue by the District Forest Officer and the security deposit or part thereof forfeited.

A. V. KESAVIENGAR,
District Forest Officer.

ENGINEERING DEPARTMENT

BUILDINGS DIVISION, BANGALORE.

Abstract Notification dated 8th May 1936.

The attention of the public is invited to the Notification, calling for tenders for constructing the Arya Balika Patasala near the temple of Kasi Visveswara, Bangalore City, on pages 699-702 of Part VI of the *Mysore Gazette*, dated 14th May 1936.

The last date of receiving tenders is 30th May 1936.

N. KRISHNA IYENGAR,
Executive Engineer.

TUMKUR DIVISION.

Abstract Notification dated 6th May 1936.

Attention of the public is drawn to the Notification, calling for Tenders for extending the Silk Farm at Kunigal, in pages 703-704, Part VI of the *Mysore Gazette*, dated 14th May 1936.

Tenders will be received by the Executive Engineer, Tumkur Division, up to 2 P.M. on 30th May 1936.

An earnest money of (in cash only) Rs. 200 should accompany the tender.

Abstract Notification dated 6th May 1936.

Attention of the public is drawn to Notification, calling for tenders for the construction of a Girls' Middle School Building at Tiptur, in pages 704-706, Part VI of the *Mysore Gazette*, dated 14th May 1936.

Tenders will be received by the Executive Engineer, Tumkur Division up to 2 P.M. on 30th May 1936.

An earnest money (in cash only) of Rs. 300 should accompany the tender.

Abstract Notification dated 22nd May 1936.

Attention of the public is drawn to notification calling for tenders for widening the bund of Kodagihalli tank on Nademavinpur, Amruthur Road, published in pages 608-609, Part VI of the *Mysore Gazette*, dated 30th April 1936.

The date fixed to receive tenders is extended to 13th June 1936 from 18th May 1936.

Earnest money in cash of Rs. 200 should accompany the tender.

N. G. KRISHNA IYENGAR,
Executive Engineer.